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AZ CORP COMMISSION  
DOCKET CONTROL



GILA COUNTY

www.gilacountyaz.gov

OPEN MEETING AGENDA ITEM

PROFESSIONAL CONTRACT

#108-433/7-2006

PINE, AZ WATER TANK PURCHASE/REMOVAL

THIS AGREEMENT, made and entered into this 8th day of August, 2006, by and between Gila County, a political subdivision of the State of Arizona, party of the first part, hereinafter designated the **County**, and Jim Richey of the Community of Pine, County of Gila, State of Arizona, party of the second part, hereinafter designated the **Owner**.

**WITNESSETH:** That the said **Owner**, for and in consideration of the sum to be paid him by the said **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements hereinafter contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The **Owner** shall provide to the **County** three (3) water tanks to be purchased and removed by the **County** from the Brooke Utility site. No backfill activity or materials will be provided by the **County**. Flood control inspection has been performed by the **County** and results provided to the **Owner**. ( See attachment )

**ARTICLE II - TIME OF COMPLETION:** The **County** agrees to have the three (3) tanks removed from the property by **October 31, 2006** assuming immediate access to the properties has been given by Brooke Utilities, Pine Water, and the **Owner**, and clearance has been given by the Forest Service on the new tank location parcel.

**ARTICLE III - PAYMENTS:** The **County** agrees to pay the **Owner**, Jim Richey, the amount of \$5,000.00 for the purchase of three (3) water tanks, payable upon execution of the definitive agreement. The **County** will also provide the **Owner** a letter of donation with a value of \$15,000.00.

**ARTICLE IV - INDEMNIFICATION:** The **Owner**, Pine Creek RV, Pine Water Co., Inc., and Brooke Utilities, Inc., will be indemnified and held harmless of ALL INJURIES AND DAMAGES sustained during demolition and transportation of the water tanks while the **County** is working on Pine Creek RV and Pine Water Co. property. If the **County** elects to assign or otherwise transfer the water tanks to any third party or for their own use, other than demolition, the **County**, agrees to indemnify and hold harmless the **Owner**, Pine Water Co., Inc., and Brooke Utilities, Inc., for all injuries and damages sustained in all future uses of the water tanks.

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Gila County, AZ

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Article IV-Indemnification continued....

To the fullest extent by law, the **Owner** agrees to indemnify, defend, and hold harmless **Gila County**, a body politic and corporation of the State of Arizona, its board members, officers, employees, agents and other officials from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including, but not limited to reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the **County** on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in part by reasons of any act, omission, professional error, fault, mistake, or negligence of the **Owner**, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the **Owner** and/or its subcontractors or claims under similar such laws or obligations. The **Owners** obligation under this section shall not extend to any liability caused by the sole negligence of the **County**, or its employees.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties therein above named, on the date and year first above written.

In return for the performance of this Contract by the **Owner**, the **County** agrees to pay the amount of \$5,000.00 **INCLUDING ALL APPLICABLE TAXES** through a payment schedule as described in the Contract documents.

**GILA COUNTY, PINE, AZ WATER TANK REMOVAL PROJECT**

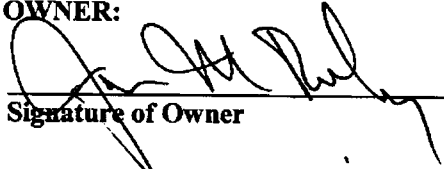
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**GILA COUNTY;**

**GILA COUNTY BOARD OF SUPERVISORS**

  
José M. Sanchez, Chairman of the Board of Supervisors

**OWNER:**

  
Signature of Owner

JAMES Richey  
Print Name

**ATTEST:**

  
for Steven L. Besich, Clerk of the Board

\_\_\_\_\_  
Witness (If Owner is Individual)

**APPROVED AS TO FORM:**

  
Bryan Chambers, 2<sup>nd</sup> Chief Deputy County Attorney for  
Daisy Flores, Gila County Attorney



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